

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: C-8
DATE: March 26, 2009
SUBJECT: Perteet, Inc. - On-call Planning Services Contract
CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the City Council is to authorize the Mayor to sign an on-call planning services contract (Attachment A) with Perteet, Inc. not to exceed \$10,000.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a professional services contract with Perteet, Inc. not to exceed \$10,000 for on-call planning services.

SUMMARY:

The City's Community Development Department has a need from time to time to outsource planning projects in order to meet state deadlines for current development review or Council directed work. The proposed contract will provide for a wide variety of planning services as described in Attachment A through April 1, 2010 including:

1. Development Reviews
2. Long-Range Planning
3. Annexations
4. Code and Ordinance Development
5. Environmental and Natural Resources
6. Permit Process Procedures and System Development
7. Transportation Planning and Modeling
8. Transportation Facility Design and Engineering
9. Geographic Information System (GIS)
10. Capital Facilities Planning
11. Stormwater Planning and Modeling
12. Site-Civil Design and Engineering
13. Survey and Legal Descriptions

FISCAL IMPACT:

City staff recommend limiting the contract to \$10,000. This should be sufficient for the scope of work. Under state law, the City of Sultan is not required to seek competitive bids for professional services such as those considered for this contract.

The City contracted with Perteet for on-call services in 2008 to assist with current development and long range planning (GMA compliance). Current planning work would be outsourced to Perteet only as needed with the understanding and approval from the City's customers of any pass through charges. Long-range planning work would have Council approval either through explicit Council action or implied through a pre-approved budget line-item.

Under the proposed contract work on any particular task would not proceed without written approval of a task with a defined budget limit and detailed scope provided by the City of Sultan. Perteet will estimate the time and materials necessary to complete a task. Perteet will alert the City before continuing a service that may exceed the budget.

ALTERNATIVES:

1. Authorize the Mayor to sign a professional services contract not to exceed \$10,000 with Perteet, Inc. for on-call planning services until April 1, 2010.

This alternative allows the City to have some flexibility in achieving short- and long-term goals in a timely manner. It avoids any delays if services are needed immediately. The City is not obligated to contact Perteet and request work. The City may contract with other consultants for similar services or bid work if desired.

2. Do not authorize the Mayor to sign a professional services with Perteet, Inc. for on-call planning services and direct staff to areas of concern.

A decision not to authorize the Mayor to sign a professional services contract for on-call services will not have any immediate effects on the City's ability to meet customer needs or deliver services. The Council should direct staff to areas of concern regarding the firm, its consulting staff and/or the policy of contracting in advance of an identified needs.

RECOMMENDED ACTION:

Authorize the Mayor to sign a professional services contract with Perteet, Inc. not to exceed \$10,000 for on-call planning services.

ATTACHMENT

A – On-call Professional Services Contract with Perteet, Inc.

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
PERTEET, INC.

THIS AGREEMENT, is made this 1st day of April, 2009, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Perteet, Inc (hereinafter referred to as "Service Provider"), doing business at _____.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of on-call planning services as described in Exhibit A scope of work, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, but not more than a total of ten thousand dollars (\$10,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses. Meal expenses are not allowed as reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within fourteen business (14) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the

employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. Project Name. On-call Planning Services

5. Duration of Work. Service Provider shall complete the work described in Exhibit A on or before April 1, 2010.

6. Termination.

A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

7. Nondiscrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

8. Indemnification / Hold Harmless. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder

shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

- 14. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 15. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 17. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 18. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Exhibit A

City of Sultan On-Call Planning, Environmental, and Engineering Services Scope of Services

INTRODUCTION

The purpose of this scope of services is to define an agreement for services between Perteet, Inc. and the City of Sultan (“City”). The range of services available to the City on an on-call basis include:

1. Development Reviews
2. Long-Range Planning
3. Annexations
4. Code and Ordinance Development
5. Environmental and Natural Resources
6. Permit Process Procedures and System Development
7. Transportation Planning and Modeling
8. Transportation Facility Design and Engineering
9. Geographic Information System (GIS)
10. Capital Facilities Planning
11. Stormwater Planning and Modeling
12. Site-Civil Design and Engineering
13. Survey and Legal Descriptions

SCOPE OF SERVICES

1. Development Review

1.1 Review services. Perteet, Inc. will provide development review services to the City, upon request, to review development applications for consistency with the Sultan Municipal Code, including zoning standards and public works standards, as well comprehensive planning policies and other applicable policies of the city.

1.2 Development applications. Development applications may include, but are not limited to:

- Commercial and residential site plans;
- Subdivisions;
- Shoreline permits;
- Zoning amendments;
- Variances;
- Conditional use permits;
- Sign, grading and building permits;
- Comprehensive plan amendments; and
- Code amendments.

1.3 Tasks. Review services can include review of application materials for complete application status, SEPA checklists, traffic studies, critical area studies, and design review. Upon request,

Perteet, Inc. will attend city meetings, including pre-application meetings, review meetings, hearings, and public meetings to support city staff during the approval process.

1.4 Application materials and review times. The City shall provide Perteet, Inc. with a copy of all application materials, and a reasonable time period to review the application, not less than two weeks. Perteet shall respond with a comment letter in writing, transmitted via e-mail.

2. Long-Range Planning

2.1 Annual Comprehensive Plan Amendments. Perteet, Inc. will provide, upon request, technical planning assistance with the annual comprehensive plan docket. Tasks may include, but are not limited to:

- Development of City-generated amendments;
- Review of application materials;
- Development of SEPA checklists and environmental determinations;
- Development and tracking of annual docket;
- Creation of documentation for State agencies and coordination with the agencies;
- Transportation, planning, or environmental studies to analyze impacts;
- Presentation materials for public meetings or public hearings;
- Attendance at city meetings, pre-application meetings, public meetings, planning commission and city council meetings, and public hearings;
- Public participation programs, organization, notices, and meeting attendance; and
- Development and presentation of notices and staff reports.

2.2 Comprehensive Plan Updates. Perteet, Inc., will provide, upon request, assistance with more substantial updates to the City's Comprehensive Plan, including 5 year updates, mandatory updates under GMA, visioning, public participation, sub-area plan development, and development of optional elements.

2.3 Other long-range planning. Upon request, Perteet Inc. can provide assistance with other long-range programs, including but not limited to zoning updates, buildable lands reporting, and land use capacity analysis.

3. Annexations

3.1 Tasks. Perteet, Inc., upon request, will provide assistance with the review and transmittal process for proposed annexations. Assistance to staff may include, but is not limited to:

- Review of application materials;
- Study and analysis of benefits and costs associated with the annexation;
- Review of the annexation for consistency with the Sultan Comprehensive Plan, the State Growth Management Act, the RCW, and Snohomish County Countywide Planning Policies;
- Development of maps and presentation materials;
- Legal description development and review;
- Attendance and presentation at city meetings and public hearings;
- Resolution and ordinance development;
- Graphics for presentations;

- Boundary Review Board packages and presentations; and
- Staff reports.

4. Code Development

4.1 Codes. Perteet, Inc., upon request, will assist City staff with the development and adoption of amendments to the Sultan Municipal Code, including planning and zoning requirements, development regulations, design standards, and procedural requirements.

4.2 Tasks. Tasks related to code development may include, but are not limited, to:

- Preparation of application materials;
- Drafting of code language;
- Research of alternative approaches;
- Preparation of SEPA checklists and determinations;
- Analysis of impacts and code consistency;
- Review of the annexation for consistency with the Sultan Comprehensive Plan, the State Growth Management Act, the RCWs, the WACs, and Snohomish County Countywide Planning Policies;
- Development of maps and presentation materials;
- Attendance and presentation at city meetings and public hearings;
- Staff reports; and
- Ordinance development.

5. Environmental and Natural Resources

5.1 Tasks. Perteet, Inc., upon request, will provide development and/or review of SEPA checklists, SEPA determinations, development and/or review of critical area studies; wetland and stream delineations, mitigation plans, and assistance with environmental permitting (NEPA, JARPA, HPA, Shoreline, etc.) for City projects.

6. Permit Process Procedures and System Development

6.1 Tasks. Perteet, Inc., upon request, will provide assistance to the Community Development Department in the establishment of a permit issuance, tracking, and filing system. Tasks may include, but are not limited to: application form and checklist development; permit numbering system; technical assistance with establishment of an electronic permitting system; establishment of review procedures and timelines; permit status tracking; data entry; development of a comprehensive filing system for historical files; purging and retention according to State standards; and assistance with file maintenance.

7. Transportation Planning and Modeling

7.1 Capital Improvement Planning. Perteet, Inc. can, upon request, provide transportation planners to assist the City in development of the comprehensive roadway system, including

transit and non-motorized facilities. Services can also include creation and/or regular updating of a Transportation Improvement Program.

7.2 Modeling. Perteet, Inc. will provide, upon request, modeling tools for analysis and development of proposed transportation improvements and impacts to level of service (LOS).

7.3 Transportation studies. Perteet can provide review or development of traffic studies for development applications or for proposed transportation improvements.

7.4 Impact fee development. Perteet, Inc. can provide the analysis to support development of, or increases to, transportation impact fees.

8. Transportation Facility Design and Engineering

8.1 Design and Engineering. Perteet, Inc. will provide, upon request, design and engineering services for proposed transportation improvements.

8.2 Funding assistance. Perteet's designers and planners will, upon request, provide assistance in the City's applications for funding for transportation projects, including assistance with the State of Washington's Transportation Improvement Board (TIB), funding through the Washington State Department of Transportation (WSDOT), and federal funding sources.

9. Geographic Information System (GIS)

9.1 Development of a GIS. The Perteet, Inc. team, including sub-consultants, will develop, upon request, a GIS for the City of Sultan.

9.2 Maintenance of GIS. Perteet, Inc. team, including sub-consultants, will, upon request, maintain the GIS system and update it as requested with new data development or from existing sources of data.

9.3 GIS Data Creation. Perteet, Inc., upon request, will create GIS datasets for the city. Data is to be determined by the City's needs, but may include jurisdictional boundaries, zoning, land use, development proposals, buildable lands, critical areas, topography, roadways, and parcels.

9.4 GIS Analysis. Perteet, Inc., upon request, will provide analysis for the built and natural environment. This includes, but is not limited to, impacts of land use alternatives, impervious surface, screening for environmental impacts, etc.

9.5 Mapping. Perteet, Inc., upon request, will create GIS maps for the City. Maps are available in digital format, plots, and document size for use within the City's offices, for sale to the public, for inclusion on the City's website, or for presentation purposes.

10. Capital Facilities Planning

10.1 Capital improvement program. Perteet, Inc., upon request, will assist City staff with the development of and regular updates to a six-year Capital Improvement Program. The program shall be developed to implement the City's Comprehensive Plan, to assist in

planning for the City's growth, and to ensure consistency with the State Growth Management Act.

10.2 Utility planning. Perteet, Inc., upon request, will assist the City with utility planning, inventories of existing conditions, capacity analysis, establishment of standards, development of level of service standards, development of standard plans and details for utilities, including water, sewer, and stormwater facilities.

11. Stormwater Planning and Modeling

11.1 Stormwater planning. Perteet, Inc., upon request, will provide services to the City in the development of a citywide stormwater plan, stormwater modeling, and/or development of standards specific to the City. The Plan can be used to determine needed improvements, for consistency with NPDES permitting requirements, for flood way and flood plain planning.

11.2 Design and Engineering. Perteet's stormwater engineers can provide design and engineering services, including stormwater modeling, to support City projects and assess the impacts of land use alternatives. Support for the inclusion of Low Impact Development (LID) can be provided for new development, new public facilities, and development of specifications and/or ordinances.

12. Site-Civil Design and Engineering

12.1 Tasks. Services for site and civil design and engineering can be provided to assist the City in development of public facilities.

13. Survey and Legal Descriptions

13.1 Surveying. Perteet Inc.'s survey team will provide, upon request, support to the City's B Works staff with assistance in surveying for roadway projects, transportation projects, and utility line projects. Surveying for flagged critical areas can also be provided.

13.2 Legal descriptions. Survey services will be provided, upon request, for the purposes of property acquisition, and development and review of legal descriptions provided by others.

TASK ORDER APPROVAL

Work on any particular task shall not proceed until this contract is signed by Perteet, Inc. and the City, and a written or an electronic email approval of a task with a defined budget limit and detailed scope is provided by the City of Sultan. Upon request, the Service Provider shall estimate the time and materials necessary to complete a task. If the Service Provider believes that a task will exceed previously provided estimates, the Service Provider shall alert the City prior to continuation of services.

EXHIBIT B
HOURLY RATES

On-call services shall be billed at the Consultant's current rate at the time the work order is approved by the City, unless negotiated in advance. Perteet, Inc.'s 2009 fee schedule is attached. Invoices shall include reimbursement for direct expenses, including printing, mileage, travel expenses, purchased materials, and copying.

PERTEET, INC.
Schedule of 2009 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	2009 Hourly Rate
Principal/Senior Associate	185.00
Associate	175.00
Senior Engineer/Manager	165.00
Lead Engineer/Manager	140.00
Engineer III	120.00
Engineer II	100.00
Engineer I	85.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Planner III	115.00
Planner II	100.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	105.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	80.00
Clerical	70.00

PERTEET, INC.
Schedule of 2009 Billing Rates

<u>Direct Expenses</u>	Rate
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

<u>Survey and Construction Observation Classifications</u>	2009 Hourly Rate
Principal Surveyor	185.00
Survey Manager	150.00
Senior Professional Land Surveyor	145.00
Professional Land Surveyor	120.00
Project Surveyor II	110.00
Project Surveyor I	95.00
Survey Technician III	85.00
Survey Technician II	80.00
Survey Technician I	55.00
One Person Survey Crew	90.00
Two Person Survey Crew	160.00
Three Person Survey Crew	215.00
Senior Construction Observer	110.00
Construction Observer	80.00

<u>Direct Survey Expenses</u>	Rate
Dual Frequency GPS Receiver	\$150.00 per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent